

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 08-E-0053

**In the Matter of the Liquidation of
Noble Trust Company**

**ORDER ON JOINT MOTION OF LIQUIDATOR AND CREDIT SUISSE
ASSENTED TO BY WELLS FARGO FOR APPROVAL OF THEIR
SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS
REGARDING LINCOLN NATIONAL POLICY**

Upon consideration of the Joint Motion of Liquidator and Credit Suisse Assented to By Wells Fargo for Approval of Settlement Agreement and Mutual Release of Claims Regarding Lincoln National Policy dated June 6, 2013 (the "Motion"), pursuant to which Glenn A. Perlow, Bank Commissioner for the State of New Hampshire, in his capacity as Liquidator of Noble Trust Company (the "Liquidator" and "Noble Trust," respectively) and Credit Suisse Securities (USA) LLC, Credit Suisse Premium Finance LLC, Credit Suisse Management LLC, CSFB Private Insurance Brokerage LLC, and Credit Suisse Lending Trust (USA) 3 (collectively, "Credit Suisse"), and with the assent of Wells Fargo Bank, N.A. ("Wells Fargo"), seek approval of their Settlement Agreement and Mutual Release of Claims Regarding Lincoln National Policy (the "Settlement Agreement"); due written notice of the Motion, the hearing on the Motion and the deadline for filing objections thereto having been given and served upon all creditors and other interested persons entitled thereto, including by publication in the manner specified by this Court's Order Approving Notice and Objection Procedures for Hearings on Motions for Approval of Settlement and Release Agreements dated June 10, 2013 (the "Procedures Order"); the

Court having reviewed the Motion and having reviewed the Settlement Agreement and the Confidential Affidavit in Support of the Motion filed under seal in accordance with the Procedures Order and this Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012; there being no objections to the Motion; having heard the arguments and statements of counsel, and being otherwise fully advised in the premises; and having found that approval of the Settlement Agreement is an appropriate and prudent exercise of the Liquidator's judgment, is fair and reasonable and is in the best interests of this estate and its creditors; and, after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted, and the Settlement Agreement is approved. The Liquidator, Credit Suisse, Wells Fargo and all other parties are authorized to take all steps and execute all documents necessary or convenient to consummate or otherwise enter into the Settlement Agreement. Neither the Liquidator, nor Credit Suisse, nor Wells Fargo shall have or incur any liability to any person or entity with respect to any of the actions required or permitted to implement the Settlement Agreement or for having entered into the Settlement Agreement.

2. In compliance with the Procedures Order, the Liquidator has provided adequate notice to creditors and other interested persons, including anyone who did not otherwise receive notice by mail, of the hearing on the Motion, the issues to be decided at the hearing, and the deadline for filing objections.

3. The Settlement Agreement shall become effective on the date that all of the conditions set forth in the Settlement Agreement (section 4) have been fully satisfied (the "Effective Date").

4. On the Effective Date of the Settlement Agreement and the payment of the Settlement Funds, the Lincoln National Policy, together with all agreements relating to or in connection with such policy (including without limitation the Collateral Assignment, Guarantee and Insurer Consent and Acknowledgment), shall be released from the Noble Trust estate, shall not constitute assets of the Noble Trust estate, and shall not be subject to any provisions of this Court's Order Appointing Liquidator or the Order Clarifying Order Appointing Liquidator.¹ The Liquidator shall not assert any claims, defenses, setoffs or other actions in connection with the Lincoln National Policy, or any agreements relating to or in connection with such policy (including without limitation the Collateral Assignment, Guarantee and Insurer Consent and Acknowledgment).

5. The Liquidator is authorized to act as trust protector on behalf of Noble Trust for the purposes set forth in the Settlement Agreement. Within ten (10) business days of the Effective Date of the Settlement Agreement, the Liquidator shall: (i) effect Noble Trust's resignation as the trust protector of the Robinson Trust, which holds the Lincoln National Policy, and (ii) appoint Ryan K. Crayne, of Winthrop & Weinstine, 225 South Sixth Street – Suite 3500, Minneapolis, Minnesota 55402 as the replacement trust protector in accordance with the terms of the trust agreement.

6. Prior to resigning as protector of the Robinson Trust, which holds the Lincoln National Policy, and within ten (10) business days of the Effective Date of the

¹ Capitalized terms used in this Order and not otherwise defined herein are intended to have the same meaning as ascribed to them in the Settlement Agreement.

Settlement Agreement, the Liquidator, acting on behalf of Noble Trust, shall (i) create a new trust to be the beneficiary of the Robinson Trust (the "New Beneficiary Trust"); (ii) designate the "New Beneficiary Trust" as the beneficiary of the Robinson Trust pursuant to the provisions of the trust agreement for the Robinson Trust; and (iii) name Ryan K. Crayne, of Winthrop & Weinstine, 225 South Sixth Street – Suite 3500, Minneapolis, Minnesota 55402 as the trustee for the New Beneficiary Trust.

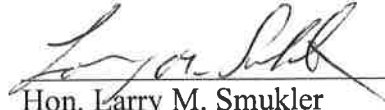
7. Once the actions required by the preceding paragraphs have been taken, the Liquidator shall have no further power to take any action with respect to, or exercise any power over, the Lincoln National Policy, the Robinson Trust owning the Lincoln National Policy, or the New Beneficiary Trust of the Robinson Trust. Upon the Effective Date of this Agreement, neither the Liquidator, the Noble Trust estate, nor the prior Beneficiary Trust (for which Noble Trust served as trustee) will have any further right, title or interest in the Robinson Trust or the Lincoln National Policy. Neither the Liquidator, nor Credit Suisse, nor Wells Fargo, nor Mr. Crayne shall have or incur any liability to any person or entity with respect to any of the actions required to implement the Settlement Agreement.

8. Upon the Effective Date, all releases by and between the Liquidator, Credit Suisse and Wells Fargo provided for in the Settlement Agreement shall become effective.

9. Within ten (10) business days of the Effective Date, Credit Suisse shall release the Settlement Funds from escrow and direct such funds to be paid to an account designated by the Liquidator.

So Ordered.

Dated: August 20, 2013


Hon. Larry M. Smukler